

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
_____)	

**ORDER PURSUANT TO 11 U.S.C. § 365(d)(4)(B)(ii) APPROVING
CONSENSUAL EXTENSION OF TIME TO ASSUME OR REJECT
AN UNEXPIRED LEASE OF NONRESIDENTIAL REAL PROPERTY**

Upon the Motion, dated January 31, 2013 (the “Motion”),¹ of the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”), pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “Bankruptcy Code”), for entry of an order approving a consensual extension of the time to assume or reject an unexpired lease of nonresidential real property, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a proceeding pursuant to 28 U.S.C. § 157(b); and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor; it is hereby ORDERED THAT:

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

1. The Motion is granted as set forth herein.
2. The time by which the Debtors may assume or reject the Lease identified on Exhibit 1 annexed hereto is extended to and including the date reflected in the column labeled "Extension Date" as set forth on Exhibit 1.
3. The listing of a lease or agreement on Exhibit 1 does not constitute a finding by the Court or an admission by the Debtors or any other party in interest that such lease or agreement is an unexpired lease of nonresidential real property or that it is eligible for assumption or rejection pursuant to section 365 of the Bankruptcy Code.
4. The Lease Amendment, substantially in the form annexed as Exhibit 3 to the Motion, is approved.
5. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.
6. Entry of this Order is without prejudice to the Debtors' right to request further extensions of the time to assume or reject the Leases in accordance with section 365(d)(4) of the Bankruptcy Code.
7. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: February 13, 2013
New York, New York

/s/Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge

Exhibit 1 to Order

List of Consensual Lease Extensions

Exhibit 1 to Order

List of Consensual Lease Extensions¹

Contract Type	Counterparties to the Contracts and Leases to be Assumed	Debtor Parties to the Contracts and Leases to be Assumed	Date of Contract or Lease	Location of Real Property that is the Subject of a Lease to be Assumed	Extension Date
Lease ²	Liberty Property Limited Partnership	GMAC Mortgage, LLC	January 31, 2006, as amended	1100 Virginia Drive Fort Washington, PA 19034--3200	February 28, 2013

¹ Inclusion of any lease, contract, or agreement on this Exhibit 1 shall not constitute an admission as to the determination of the legal status of any lease, contract, or agreement (including whether any lease, contract, or agreement is an unexpired lease of nonresidential real property, a true lease, or a financing arrangement). The Debtors reserve all of their rights to reclassify or recharacterize any lease, contract, or agreement listed on this Exhibit 1.

² As a condition to agreeing to the extension, the landlord is requiring the Debtors to enter into a lease amendment substantially in the form annexed to the Motion as Exhibit 3.